

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400044

PRINT DATE: 09/13/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520476060
SCHMIDT BAKING CO INC
7801 FITCH LN

BALTIMORE, MD
(410)529-5625

21236-3998

REFER QUESTIONS TO:

MARGIE HAJIANTONI
(410)767-3039
MARGARET.HAJIANTONI@DGS.STATE.MD.US

ITB: 001IT818821

EXPR DATE: 09/01/13
POST DATE: 09/07/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT FOR BAKERY PRODUCTS

TO FURNISH THE STATE OF MARYLAND AGENCIES LISTED HEREIN WITH THEIR REQUIREMENTS FOR BAKERY PRODUCTS.

FOR: CENTRAL MARYLAND REGION

WHEAT DINNER ROLLS HAVE BEEN ADDED TO THIS CONTRACT ON LINE 51.

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CONTRACT PERIOD: SEPTEMBER 5, 2012 THRU AUGUST 31, 2013 (1 YEAR)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT TWO (2) TIMES FOR AN ADDITIONAL ONE (1) YEAR PERIOD AT THE SAME TERMS, CONDITIONS AND PRICING.

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN

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TERMS (cont'd):

NOTICE.

PROCESSING FEE:

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE OF MARYLAND IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURN OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITHA MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRAT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$5,000 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

ALL ITEMS ARE TO BE QUOTED FOB DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE AUGUST 31 OF EACH YEAR. THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PCU31181.

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TERMS (cont'd):

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

REPORTS, PREFERABLY IN EXCEL FORMAT, TO BE SUBMITTED TO THE FOLLOWING:

MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

GENERAL CONDITIONS

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM.

PRICES ARE TO BE QUOTED IN THE "UNIT" AS INDICATED ON THE BID. ANY DEVIATION FROM THE "UNIT" PRICE REQUESTED WILL BE CAUSE TO REJECT BID.

BREAD TO BE FURNISHED UNDER THIS CONTRACT SHALL BE CONVENTIONAL LOAF, SLICED, WRAPPED AND AS DELIVERED AS A STANDARD PRODUCT TO GROCERS. ALL PRODUCTS SHALL BE SO PACKAGED THAT PROTECTION FROM DIRT, FILTH, OR OTHER CONTAMINATION IS ENSURED. COMMERCIAL PACKAGING IN MOISTURE-VAPOR RESISTANT WAXED PAPER, REGENERATED CELLULOSE FILM, PLASTIC FILM, ETC., IS ACCEPTABLE.

UNLESS OTHERWISE INSTRUCTED BY THE USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY. HOURS OF THE DAY AND POINTS AT WHICH DELIVERIES WILL BE MADE SHALL BE ESTABLISHED BY THE RESPECTIVE AGENCIES IN WRITING TO THE BIDDER AWARDED THE CONTRACT.

IT SHALL BE UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL BE TERMINATED IMMEDIATELY SHOULD THE SANITARY CONDITIONS AS DETERMINED BY INSPECTION OF THE DELIVERED PRODUCT OR THE PLANT WHERE IT IS PRODUCED INDICATED IN THE JUDGEMENT OF THE STATE SUCH ACTION IS NECESSARY. IN SUCH CASES, THE CONTRACTOR WILL BE NOTIFIED OF TERMINATION BY REGISTERED OR CERTIFIED MAIL. IF FOR ANY OTHER REASON

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TERMS (cont'd):

THE CONTRACT SHOULD BE TERMINATED BY EITHER PARTY, FIFTEEN (15) DAYS NOTICE BY REGISTERED OR CERTIFIED MAIL SHALL BE REQUIRED.

PROMPTLY AFTER THE AWARD AND BEFORE THE FIRST DELIVERY, THE CONTRACTOR MUST FURNISH EACH AGENCY WITH THE CODE CARD WHICH INDICATES THE DAY ON WHICH THE BREAD WAS MADE. EACH LOAF MUST BEAR THIS CODE. FAILURE TO DO THIS WILL RESULT IN THE CONTRACT BEING CANCELLED AND REAWARDED TO THE NEXT LOWEST BIDDER.

BREAD OR ROLLS WHICH ARE DETERMINED BY AGENCY AUTHORITIES TO BE UNACCEPTABLE DUE TO MOLD OR OTHER CONDITIONS WHICH RENDER THE PRODUCT INEDIBLE WILL BE REJECTED AND WILL BE REPLACED BY THE CONTRACTOR WITH LIKE ITEMS OF ACCEPTABLE CONDITIONS AT NO CHARGE.

PRODUCTS DESIGNATED FRESH SHALL BE DELIVERED WITHIN 24 HOURS OF PRODUCTION. PRODUCTS DESIGNATED NON-FRESH SHALL BE DELIVERED WITHIN 72 HOURS OF PRODUCTION. SHOULD THE CONTRACT BE AWARDED ON THE BASIS OF NON-FRESH AND THE CONTRACTING BAKERY IS UNABLE TO SUPPLY, FRESH PRODUCTS WILL BE FURNISHED AT THE CONTRACT PRICE FOR NON-FRESH.

VENDOR TO CONTACT: SCHMIDT BAKING CO., INC.
ADDRESS: 7801 FITCH LANE
CITY/STATE/ZIP CODE: BALTO., MD 21236
PHONE: 410-668-8200 FAX: 410-882-2051

NOTE: ALL LISTED QUANTITIES ARE FOR ESTIMATED ANNUAL USAGE.

DELIVERY RECEIPT AND INVOICES

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1. EACH DELIVERY TO BE ACCOMPANIED BY A DELIVERY RECEIPT IN TRIPLICATE TO BE SIGNED BY THE INSTITUTION RECEIVING CLERK AND TWO (2) COPIES SIGNED BY THE INSTITUTION.
2. EACH DELIVERY RECEIPT TO CLEARLY SHOW THE FOLLOWING INFORMATION.
 - A. FULL DESCRIPTION OF PRODUCT DELIVERY.
 - B. THE EXACT UNITS DELIVERED, SIZE, PACK, ETC., IN ACCORDANCE WITH CONTRACT.

INVOICING AND/OR STATEMENT

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1. BILLING TO BE SENT DIRECT TO THE ORDERING AGENCY IN TRIPLICATE.
2. EITHER WEEKLY OR MONTHLY BILLING MUST SHOW THE FOLLOWING

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TERMS (cont'd):

INFORMATION.

A. DAILY DELIVERIES TO CORRESPOND TO DELIVERY RECEIPT, PRICED
ACCORDING TO UNIT PRICES SHOWN ON CONTRACT, PRICES EXTENDED
AND TOTALED.

SPECIFICATIONS

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ALL SLICED BREAD LOAVES SHALL CONTAIN SLICES OF ONE (1) OUNCE MAXIMUM
WEIGHT. STATED OUNCE PER LOAF SHALL YIELD SAME NUMBER OF SLICES PER
LOAF EXCLUSIVE OF END PIECES. EXAMPLE: 22 OUNCE LOAF SHALL YIELD 21
SLICES EXCLUSIVE OF END PIECES.

***** ADDITIONAL ITEMS MAY BE ADDED TO ANY RESULTING CONTRACT *****

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	37515-000XX1	CS	25.0800

BAGELS, ASSORTED, CINNAMON RAISIN, EGG, TWELVE, SIX PACK PER CASE
CODE 2311 1-6/PK AT 2.09 EA

0002	37515-000015	CS	25.0800
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BAGELS, PLAIN, TWELVE, SIX PACK PER CASE
CODE 2310; 1-6PK AT 2.09 EA.

0003	37515-100005	LB	1.0600
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BREAD CRUMBS, 15 LB PACKAGES; 15.90 PER PK
CODE 5830

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0004	37515-100020	LF	1.5800

BREAD, FRENCH, FRESH, 18 OZ PER LOAF, UNSLICED
CODE 4030

0005	37515-200020	LF	2.0900
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BREAD, RAISIN LOAF, NOT ICED, FRESH, 16 OZ PER LOAF
CODE 8048

0006	37515-200100	LF	2.4500
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BREAD, RYE FRESH, 24 OZ PER LOAF
CODE 4025

0007	37515-200103	EA	1.2500
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BREAD, MANICHEVITZ RYE, SEEDED OR UNSEEDED, 16 OZ HEARTH BAKED LOAF
CODE 2610 SEEDED; 2615 UNSEEDED

0008	37515-281770	LF	1.3000
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TEXAS TOAST, 24 OZ LOAF
CODE 0163

0009	37515-300010	DZ	1.0700
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ROLLS, FRANKFURTER, FRESH, 12/PK
CODE 3370

0010	37515-300015	DZ	1.0700
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ROLLS, FRANKFURTER, NON FRESH, 12/PK

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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CODE 3370

0011	37515-300020	DZ	1.0700
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ROLLS, HAMBURGER, FRESH, 12/PK
CODE 3350

0012	37515-300030	DZ	1.0700
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ROLLS, HAMBURGER, NON FRESH, 12/PK
CODE 3350

0013	37515-310820	LF	1.2100
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BREAD, WHOLE WHEAT, FRESH, 33% WHOLE WHEAT, 22 OZ PER LOAF
CODE 2330

0014	37515-310825	LF	1.2000
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BREAD, WHOLE WHEAT, NON FRESH, 100% WHOLE WHEAT, 16 OZ LOAF
CODE 2340

0015	37515-320200	LF	.7200
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BREAD, WHITE, FRESH, 16 OZ PER LOAF
CODE 587

0016	37515-320205	LF	.7200
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BREAD, WHITE, NON FRESH 16 OZ LOAF
CODE 587

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0017	37515-480010	PK	1.0000

ENGLISH MUFFINS, 6 PKGS, FORK SPLIT
CODE 4310

0024	37515-200105	LF	1.2500
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BREAD, RYE, NON-FRESH, 16 OZ. PER LOAF
CODE 2615

0025	37515-09RICA	PK	1.3500
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KAISER ROLLS, FRESH, SLICED, 6/PK
CODE 4680

0026	37515-310820	LF	1.2000
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BREAD, WHOLE WHEAT, FRESH, 16 OZ PER LOAF
CODE 2340

0027	37515-650030	PK	1.5000
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ROLLS, SPLIT TOP, 16 PER PACK
CODE 2705

0028	38506-180604	CS	2.3700
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BISCUIT, HEAT AND SERVE, THREE (3) 8/PKS PER CASE. .79 PER 8/PK
CODE 1610

0033	37515-171158	LF	1.2000
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BREAD, ITALIAN, UNSEEDED SLICED (1.2 OUNCE NIN/Slice), 20 OZ LF

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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CODE 2060

0035	37515-310820	LF	1.3200
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BREAD, WHOLE WHEAT, FRESH, 33% WHOLE WHEAT, 24 OUNCE LOAF
CODE 3030

0037	37515-0094XX	PK	1.4000
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BAGEL, WHEAT, 4 COUNT, 14 OUNCE PER PACKAGE
CODE 2317

0038	37515-240016	PK	1.6000
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WHEAT HAMBURGER ROLLS, 8 COUNT, 15 OUNCE PACKAGE
CODE 2400

0039	37515-240017	PK	1.6000
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WHEAT HOTDOG ROLLS, 8 COUNT, 15 OUNCE PACKAGE
CODE 2410

0041	37515-000612	CS	16.8000
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ENGLISH MUFFIN, HONEY WHEAT, 12/6 PACKS PER CASE, THOMAS'
BRAND ONLY. 1-6PK AT 1.40 EA.
CODE 4320

0042	37515-700007	DZ	2.8000
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ROLLS, SUB, 6" FRESH, WHOLE WHEAT, 12/PK
CODE 2799

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0044	37515-594002	PK	.7900

ROLLS, BROWN AND SERVE WHITE
8/PACK
CODE 1090

0045	37515-641200	PK	1.7800
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ROLLS, PAN, FRESH
24/PACK
CODE 2720

0046	37515-650040	PK	2.7000
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ROLLS, STAR, KAISER OR HARD, FRESH
12/PACK
CODE 4060

0047	37515-700006	PK	1.1000
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ROLLS, SUB, 6" FRESH
6/PK
CODE 2730

0048	37515-700008	PK	1.6500
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ROLLS, SUB, 8" FRESH
6/PK
CODE 4145 SLICED; 4150 UNSLICED

0049	37515-700012	PK	2.7000
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ROLLS, SUB, 12" FRESH
6/PACK
CODE 4140

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0050	37515-262070	PK	2.0800

BREAD STIX, 8/PACK
CODE 8075

0051	37515-650031	PK	1.5000
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ROLLS, SPLIT TOP, DINNER, 16 PACK

WHEAT DINNER ROLLS, 16/PK
CODE 2750

END OF ITEM LIST

DELIVERY SCHEDULE:

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REGIONAL INSTITUTE FOR CHILDREN AND ADOLESCENTS - BALTIMORE

MON. X TUES. X WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

SPRING GROVE HOSPITAL CENTER

MON. X TUES. X WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

BALTIMORE PRE-RELEASE FOR WOMEN

MON. TUES. X WED. THURS. FRI. X SAT.
FOR A TOTAL OF 2 DAYS PER WEEK.

MARYLAND SCHOOL FOR THE DEAF - COLUMBIA

MON. XX TUES. WED. THURS. X FRI. X SAT.
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND YOUTH RESIDENCE CENTER

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MON. _____ TUES. XX WED. _____ THURS. _____ FRI. _____ SAT. _____
FOR A TOTAL OF 2 DAYS PER WEEK.

CHARLES HICKEY SCHOOL

MON. XX TUES. _____ WED. _____ THURS. X FRI. X SAT. _____
FOR A TOTAL OF 4 DAYS PER WEEK.

BALTIMORE CITY JUVENILE JUSTICE CHILDRENS CENTER

MON. _____ TUES. X WED. _____ THURS. _____ FRI. X SAT. _____
FOR A TOTAL OF 2 DAYS PER WEEK.

SPRINGFIELD HOSPITAL

MON. _____ TUES. X WED. _____ THURS. _____ FRI. X SAT. _____
FOR A TOTAL OF 2 DAYS PER WEEK.

CENTRAL LAUNDRY

MON. _____ TUES. X WED. _____ THURS. _____ FRI. X SAT. _____
FOR A TOTAL OF 2 DAYS PER WEEK.

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID.
THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE
BIDDER BY LOT AWARD. ALL ITEMS MUST BE BID. FAILURE TO SUBMIT
PRICING FOR A LINE ITEM MAY CAUSE YOUR BID TO BE DEEMED NON
RESPONSIVE AND YOUR BID WILL BE REJECTED.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE,
AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: 9/13/2012